HIGH COURT OF CHHATTISGARH: BILASPUR

Writ Petition No. 3235 of 2005

(60)

Petitioners	1.	Pracharya, D.A.V. Public School, Kusmunda – 495454, District Korba (C.G.)
	2.	Kshetriya Nideshak, D.A.V. Public School, Behind Mahila Vidyalaya H U D C O, Bhilai, District Durg (C.G.)
	3.	Sachiva, D.A.V. College Managing Committee, Paharganj, New Delhi
		Versus
Respondents	1.	L. N. Tiwari, Chowkidar, Village Darri, Post Bhilai Bazar, Via. Hardi Bazar, District Korba (C.G.)
	2.	Assistant Labour Commissioner-Cum-Appellate Authority, C.G. Shops & Establishment Act, Korba (C.G.)

(Writ Petition under Article 226/ 227 of the Constitution of India)

SB: Hon'ble Mr. Justice Satish K. Agnihotri

Present: Shri Ashish Shrivastava, counsel for the petitioners.
Shri Ashok Vaishnav, counsel for the respondent no.1.

ORAL ORDER
(Passed on 25th June, 2007)

I.A. No.01

(1) This is an application for disposal of the writ petition in terms of the deed of compromise between the parties.

(2) In view of the deed of compromise dated 25th June, 2007 this matter stands disposed of in terms of Clause 5 of the deed of compromise, which read as under :-

> "5. That in view of the above and so also the facts and circumstances of the case both the parties as aforesaid (i.e. first party and second party) have arrived into the amicable settlement on the following terms and conditions:
>
> (I) That the first party had agreed to reinstate the second party on the same terms and conditions of employment as the second party was continued in the employment prior to termination of service vide dated 01.04.2004.
>
> (II) That the second party since has not worked/performed his duty after 01.04.2004 in the DAV Public School, Kusmunda, Korba, therefore, neither he will claim nor will be entitled for any payment of salary/backwages for the period after 01.04.2004 till the date of his rejoining of his duty in the DAV Public School, on the principles of no work and no pay.

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(III) That the second party may be reinstated in the DAV Public School, Kusmunda or to some other DAV School, within the region looking to the available vacancy, on the same terms and condition as prior to 01.04.2004.

(IV) That the second party after his reinstatement, will maintain good conduct, discipline and perform his duty with sincerity and honesty and if either of the aforesaid conducts are violated, the first party or the DAV Management Committee, will be free to take disciplinary action and terminate the services of the second party forthwith.

(V) That the second party has submitted an undertaking vide dated 02.03.2007 withdrawing all the allegations against the Principal and the Management Committee of the DAV School made after the termination of second party with effect from 01.04.2004 and further, that he will maintain good conduct, discipline and sincerity towards his duty in the DAV School, failing which his services will be terminated forthwith. A copy of undertaking dated 02.03.2007 is enclosed herewith as Document D X."

(3) It is ordered accordingly.

(4) Consequently, the writ petition stands disposed of.

Sd/-
Satish K. Agnihotri
Judge

Karuna